

G. In the event Lessee fails to pay any rentals, charges and fees hereunder within fifteen (15) days after Lessor transmits a past due statement therefore to Lessee, Lessor may give Lessee notice in writing of its intention to terminate this Lease unless Lessee shall have corrected such failure to pay within fifteen (15) days. If said failure to pay shall not have been corrected within fifteen (15) days period, Lessor may, at its option, immediately or at any time thereafter, enter into and upon the premises hereby leased or any part thereof in the name of the whole, and repossess the same of Lessor's former estate, and expel Lessee and those claiming by, through or under it, and remove its effects forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant; on the re-entry aforesaid, this Lease shall terminate. In the event Lessor is obligated to participate in any court proceedings in order to enforce any of its rights under this paragraph or to collect its rentals, fees and charges, Lessor, if successful in pursuing such litigation, shall be entitled to an additional amount in such sum as any District Court or Circuit Court having competent jurisdiction shall determine as a reasonable attorney's fee.

H. The Lessee agrees that any and all desired changes to the demised premises shall be made at the Lessee's expense and only upon written approval by the Lessor. Any changes to the demised premises immediately become the property of the Lessor, and are not subject to removal by the Lessee. The Lessee will construct at his own expense any additional fixtures, improvements and/or decor on said premises but that the same shall be done in such a manner as to not deface or injure the premises. In the event Lessee purchases equipment, fixtures and/or furnishings upon which liens still exist, Lessee agrees to so advise the Lessor and a bond insuring Lessor of the payment of the same shall be arranged and agreed to by these parties. The outside walls shall be maintained

and painted by Lessee, it being understood that paint color shall be agreed to by Lessor before being used.

1. The Lessee agrees to furnish a copy of the sales tax records of said operation to the County Commission on a monthly basis.

ARTICLE IV - SERVICES TO PUBLIC

The Lessee agrees that in furtherance of the privileges and uses permitted hereunder:

1. To furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport. Hours of operation are as stated hereinafter. The Coffee Shop and/or Restaurant must be operated at all times seven days a week, (365 days a year), to coincide with air operations at said Airport it being provided that the Restaurant and Lounge shall be open at least forty-five (45) minutes before the departure and/or arrival of the first commercial aircraft from said terminal and shall not close until forty-five (45) minutes after the last commercial aircraft arrival and/or departure. The Snack Bar shall be open no less than 18 hours per day unless agreed upon otherwise by the parties.

2. To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.

The word "service" as used in sub-sections 1, 2, and 3 of ARTICLE IV, shall include furnishing of labor, materials and supplies, related to Restaurant, Coffee Shop, Cocktail Lounge operations including the sale thereof, as well as furnishing service.

ARTICLE V - RIGHT TO LEASE PROPERTY

Lessor represents that it has the right to lease the Airport, together with all premises, facilities, rights, licenses, services and privileges herein granted, and has full power and authority to enter into this agreement in respect thereof.

ARTICLE VI - RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall, except as herein otherwise provided, have the right to purchase or otherwise obtain personal property deemed by

it to be required by or incident to, Lessee's operations, its exercise of the rights herein granted and its discharge of the obligations herein imposed, from any person, partnership, firm, association or corporation it may choose. Except as herein otherwise specifically provided, no charges, fees, or tolls, of any nature, direct or indirect, shall be charged by Lessor, directly or indirectly, against Lessee or its suppliers, for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading or unloading, or delivering any such personal property of Lessee by Lessee or its suppliers or for the privilege of transporting such personal property or person to, from or on the Airport.

Nothing in this lease shall be deemed to restrict in any manner Lessor's right to charge any person, partnership, firm, association or corporation rentals for the use of Lessor's property or any improvements thereon or thereto where such use of said property or improvements are of a regular or permanent nature as distinguished from temporary or transitory nature or where such use is of such a nature as to constitute the performance of a commercial business at the Airport.

ARTICLE VII - MAINTENANCE AND OPERATIONS BY LESSOR

Except as otherwise specifically provided herein, Lessor during the term of this lease, shall operate, maintain and keep in good repair the Airport, Terminal Building, vehicular parking space, all appurtenances, facilities and services now or hereafter connected with the foregoing, including, without limiting the generality hereof, all field lighting and other appurtenances, facilities and services which Lessor has agreed to furnish and supply hereunder. Provided, however, that Lessor shall not be required to perform maintenance and make repairs occasioned by negligence of Lessee or its employees, fire or other casualty excepted, in which case Lessor may perform such maintenance or make such repairs and charge the reasonable cost of same to Lessee. Provided also that Lessor may

abandon certain facilities which are no longer reasonably justified for proper and adequate operation of the Airport.

ARTICLE VIII - MAINTENANCE AND OPERATIONS BY LESSEE

Lessee hereby agrees and accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises in the condition called for and agreed to in this Lease, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to compensate said Lessor immediately upon demand for any damage to said premises caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee.

The Lessee agrees to maintain the premises in a clean condition, and to maintain an adequate number of covered metal waste containers at suitable locations, and shall deposit all trash and waste therein for proper disposition of such waste materials at the disposal grounds designated by the Lessor. Lessee shall provide for daily pickup of all waste.

It is understood and agreed that no signs or on premises advertising and no awnings shall be erected on or in connection with the premises leased hereunder, unless the same shall be first submitted to and approved by the Lessor.

No exterior architectural changes can be made without the consent of the Lessor.

If any part of the exterior or interior of the premises is injured or damaged by any breaking and/or entering said premises, or by any attempt to break and/or enter said premises, by any third person or persons, Lessee agrees to promptly cause all necessary repairs to be made at Lessee's expense so as to promptly restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter.

Throughout said term, the Lessee agrees, at his own cost and expense, to keep the demised premises, fixtures and appurtenances, including windows, screens, awnings, doors, walls, floors, pipes, plumbing, electric wiring and fixtures, and all other fixtures and

appurtenances, and all alterations, additions and improvements, in good repair and clean condition; and will, at his own cost and expense, make all repairs, inside and outside, in and about the same, necessary to preserve them in good order and condition, which repairs shall be of quality and class equal to the original work. The Lessor may repair, at the expense of the Lessee, all damage or injury to the demised premises, or to the building, of which the same form a part, or to its fixtures, appurtenances or equipment done by the Lessee or his servants, employees, agents, visitors, or licensees, or caused by moving property of the Lessee in and/or out of the building or by the installation or removal of furniture or other property, or resulting from fire, short circuits, the overflow or leakage of water, steam, illuminating gas, sewer or odors, or by frost or by the bursting or leaking of pipes or plumbing works or gas, or from any other cause, due to the carelessness negligence or improper conduct of the Lessee or his servants, employees, agents, visitors, or licensees. There shall be no allowance to the Lessee and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to business, removal or loss of property, arising from the making of any repairs, alterations, additions or improvements in, or to, any portion of the building or the demised premises, or in, or to, the fixtures, appurtenances or equipment.

The Lessor or its agents have made no representations or promises with respect to the said building or the demised premises except as herein expressly set forth. The taking of possession of the demised premises by the Lessee shall be conclusive evidence, as against him, that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was taken. The Lessor shall in no event be liable for any defects in the construction of the building.

ARTICLE IX - GOVERNMENTAL FACILITIES

It is expressly agreed that if funds for the provision, maintenance and operation of the Control Tower and/or other air navigation aids or other facilities required or permitted by the United

States which are now, or may be hereafter furnished by the United States, are discontinued by the United States, Lessor shall not be required to furnish said facilities.

ARTICLE X - RULES AND REGULATIONS

Lessor shall have the right to and shall adopt and enforce reasonable rules and regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport and appurtenances; provided that such rules and regulations shall not be inconsistent with this agreement nor with the safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, with procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to operation of aircraft at the Airport.

Lessor shall provide Lessee with a copy of such rules and regulations from time to time.

ARTICLE XI - DAMAGE OR DESTRUCTION OF PREMISES

In the event the premises shall be partially damaged by fire, explosion, the elements, the public enemy or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Lessor at his own cost and expense. If the damage shall be so extensive as to render such premises untenable but capable of being repaired within thirty (30) days, the same shall be repaired with due diligence by Lessor at its own cost and expense, and rent payable hereunder shall be proportionately paid up to the time as the premises shall be fully restored. In case the premises is completely destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that it will or does remain untenable for more than thirty (30) days, the Lessor shall be under no obligation to repair and reconstruct the premises, and rent payable hereunder with respect to Lessee's exclusive space in said premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises may be fully restored. If

within ninety (90) days after such damage or destruction, Lessor fails to notify Lessee of its intention to repair or reconstruct the damage or destroyed premises or to furnish a substantially equivalent facility, Lessee may give Lessor written notice of its intention to then cancel this agreement in its entirety or to cancel, as of the date of such damage or destruction, such part of this agreement as relates only to said premises.

ARTICLE XII - CANCELLATION BY LESSOR

The Lessor may cancel this agreement by giving Lessee sixty (60) days advance written notice to be served as hereinafter provided upon or after the happening of any one of the following events:

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee and adjudication of Lessee as a bankrupt pursuant to such proceedings.
3. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act.
4. The appointment of a receiver of Lessee's assets.
5. The divestiture of Lessee's estate herein by other operation of law.
6. The abandonment by Lessee of its conduct of Restaurant, Coffee Shop and Cocktail Lounge. Closure of in excess of seven (7) days shall be considered abandonment under this Lease unless prior written agreement shall be entered into by the parties and filed with the Commission.
7. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the conducting of a Restaurant, Coffee Shop and Cock-

No waiver of default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this lease.

ARTICLE XIII - CANCELLATION BY LESSEE

Lessee may cancel this agreement any time that Lessee is not in default in its payments to Lessor hereunder, by giving Lessor sixty (60) days advance written notice to be served as herein-after provided, upon or after the happening of any one of the following events:

1. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.
2. The inability of Lessee to use, for a period in excess of ninety (90) days, the Airport or any of the premises, facilities, rights, licenses, services or privileges leased to Lessee hereunder, because of fire, explosion, earthquake, other casualty, or acts of God or the public enemy, provided that same is not caused by negligence or willful acts of failure to act on part of Lessee.
3. The default by the Lessor in performance of any covenant or agreement herein required to be performed by the Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee of written notice to remedy same; provided, however, that no notice of cancellation, as provided above, shall be of any force or effect if Lessor shall have remedied the default prior to receipt of Lessee's notice of cancellation.

4. The lawful assumption by the United States Government or any authorized agency thereof of the operation control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon for the conducting of a Restaurant, Coffee Shop and Cocktail Lounge.

Lessee's performance of all or any part of this agreement for or during any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor, shall not be deemed a waiver of any right on the part of the Lessee to cancel this agreement for failure by Lessor to so perform, keep or observe all of the terms, covenants, or conditions hereof to be performed kept or observed. No waiver of default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessor.

ARTICLE XIV - INDEMNITY

Lessee agrees fully to indemnify, save and hold harmless, the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the negligence of Lessee, its agents or employees, in the use or occupancy of the said leased premises by Lessee; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of Lessor, its agents or employees; and provided, further that Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same. Lessee agrees to carry, and keep in force, public liability insurance covering personal injury and property damage, and such other insurance as may be necessary to protect

Lessor herein from such claims and actions aforesaid, Lessee agrees to carry and keep in force such insurance with minimum limits of liability for personal injury in a sum not less than \$500,000 for any one person, and \$1,000,000 for any one accident; and for property damage in a sum not less than \$200,000; and to furnish Lessor with proper certificates certifying that such insurance is in force. Lessee shall carry its insurance coverages with insurance companies authorized to do business in the State of Florida. The Lessee in providing insurance required herein shall make the Lessor a co-insured party thereto.

All personal property placed or moved in the premises above described shall be at the risk of the Lessee or Owner thereof, and Lessor shall not be liable for any loss of or damage to said personal property, nor shall Lessor be liable to the Lessee for damages arising from any act of negligence of any co-tenant, or of any other person whomsoever, except as stipulated hereinabove.

ARTICLE XV - QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all rights and privileges of said Airport, its appurtenances and facilities granted herein.

ARTICLE XVI - SURRENDER OF POSSESSION

Upon the expiration or other termination of this lease or any renewal thereof, Lessee's right to use the premises, facilities, rights, licenses, services and privileges herein leased shall cease and Lessee shall forthwith upon such expiration or termination surrender the same.

Except as otherwise provided in the agreement, all structures, fixtures, furnishings, improvements, equipment and other property bought, installed, erected or placed by Lessee in, on or about the Airport and premises leased under this lease shall be deemed to be personal and remain the property of the Lessee and Lessee shall have the right at any time during the term of this agreement, or any re-

newal or extension hereof, to remove any or all of its property from the Airport; provided, however, that Lessee is not in default in its payments to Lessor hereunder and provided Lessee shall restore said premises to its original condition as at the beginning of occupancy, ordinary wear and tear, damage by elements, fire, explosion or other causes beyond control of Lessee excepted.

ARTICLE XVII - DEFINITION OF TERMS

Whenever the term Federal Aviation Administration is used in this lease it shall be construed as referring to the Federal Aviation Administration created by the Federal Government under the Federal Aviation Act of 1958, or to such other Federal Government authority as may be the successor thereto or to be vested with the same or similar authority.

Whenever the terms "person" and "persons" are used in the lease, they shall be construed as including individuals, firms, corporations and other legal entities. When in this agreement written approval by Lessor is required, such written approval may be given by the Director of Airports for Lessor.

ARTICLE XVIII - INSPECTION BY LESSOR

Lessor may enter upon the premises now or hereafter leased exclusively to Lessee hereunder at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions. All such inspections shall be during business hours.

ARTICLE XIX - ASSIGNMENT AND SUBLETTING

Lessee shall not at any time assign this agreement or any part thereof, nor sublet all or any portion of the leased premises herein without written approval of Lessor; provided that the foregoing shall not prevent the assignment of this agreement to any corporation with which Lessee may merge or consolidate, or which may succeed all or any portion of the business of Lessee. No assignment of controlling interest in the corporate stock of the Lessee shall be made without the consent of the Lessor. The Lessee

shall file the names of the Corporate Officers with the County Commission.

ARTICLE XX - NOTICES

Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Airports, Monroe County
Key West International Airport
South Roosevelt Boulevard
Key West, Florida 33040.

and notice to Lessee, if sent by certified mail, postage prepaid, addressed to:

Mr. Fred B. Sellers, Sr.
17 Diamond Drive
Key West, Florida 33040

or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XXI - PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision in this lease.

ARTICLE XXII - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

ARTICLE XXIII - COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other restaurant, coffee shop or cocktail lounge with respect to the Airport containing more favorable terms than this lease or to grant to any other restaurant, coffee shop or cocktail lounge rights, privileges or concessions with respect to the said Airport which are not in accord with the

Lessee hereunder unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

ARTICLE XXIV - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All the covenants, stipulations, and agreements in this lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE XXV - RESTROOM FACILITIES

All restrooms shall be open during the operating hours and shall be maintained by the Lessor.

ARTICLE XXVI - RESTRUCTURING OF PARTY WALL

Subject to the plans and specifications agreed to by both the parties hereto, the party wall between the leased premises and the Terminal proper shall be restructured by the Lessee to provide for glass partitions.

ARTICLE XXVII - NON-DISCRIMINATION CLAUSE

The Lessee in exercising any of the rights or privileges herein granted to him shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or groups of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations, and the Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

ARTICLE XXVIII - INTERPRETATION OF LEASE

Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor in the Airport property, or in any manner waiving or limiting its control over the operation, maintenance, etc., of Airport property or in derogation of such governmental rights as Lessor possesses, except as is specifically provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this lease
to be executed as of the day and year first above written.

COUNTY OF MONROE, STATE OF FLORIDA

By Jerry Hernandez
Mayor and Chairman of the Board
of County Commissioners of
Monroe County, Florida

(Seal)

Attest:

[Signature]
Clerk

(LESSOR)

E. [Signature] Fred B. Sellers, Sr.
[Signature] [Signature]
Witnesses

(LESSEE)

SECOND ADDENDUM TO AIRPORT LEASE

THIS SECOND ADDENDUM entered into this 7th day of October, 1992, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," and JOHN RICHMOND, President of CONCH FLYER, INC. and FRANK RICHMOND, Vice President of CONCH FLYER, INC., hereinafter referred to as "Lessees."

W I T N E S S E T H:

That the Lease Agreement entered into between Lessor and Lessees, dated April 18, 1983, and subsequently assigned to Lessees by an Assignment and Addendum to Airport Lease, dated January 23, 1985, is herein amended as follows:

ARTICLE II - TERM

This lease and all the rights herein granted shall become operative and effective on the 18th day of April, 1983, and shall end and terminate on the 17th day of June, 1994, unless sooner terminated by provisions herein described.

Due to the anticipated construction of the new terminal building at Key West International Airport (KWIA), upon the normal termination of this Lease, Lessees shall have the option to continue to lease the premises described herein on a month to month basis only. Lessees shall exercise their option by notify-

ing Lessor in writing at least thirty (30) days prior to the normal expiration of this Lease.

Lessees' occupancy of the leased premises described herein on such a month to month basis shall continue until such time as the new terminal facilities are completed at KWIA. Prior to such completion, however, Lessor agrees to provide Lessees with ninety (90) days advanced notice of an estimated completion date of said new facilities.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease to be executed as of the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By Isabel C. De Santis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

(CORPORATE SEAL)

Attest:

By [Signature]
Secretary

CONCH ELYER, INC.

By [Signature]
John Richmond, President

By [Signature]
Frank Richmond, Vice President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
By [Signature]
Attorney's Office
Date 11/27/93

which entered into this 18th day of April, A.D. 1983, is retroactive to September 24, 1984. This Lessee assignor herein, Fred B. Sellers, Sr. and the assignees hereof, John Richmond, President of Conch Flyer, Inc., and Frank Richmond, Vice President of Conch Flyer, Inc.

W I T N E S S E T H:

That for valuable consideration heretofore made from the assignee to the Lessee, the lease referred to herein be and the same is hereby transferred and assigned over, it being understood as follows:

1. That the aforesaid Conch Flyer, Inc., with the consent and direction of the Monroe County Commission, has become and is the assignee of all rights, titles and provisions of that certain lease entered into on the 18th day of April, A.D. 1983, by and between Fred B. Sellers, Sr. and Monroe County, Florida, as per Article XIX - Assignment and Subletting.

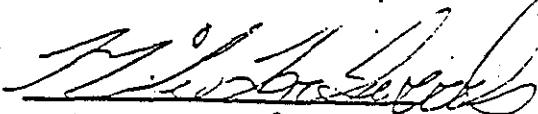
2. That said assignment took effect on September 24, 1984 and that the Monroe County Board of County Commissioners approved the assignment on September 21, 1984.

3. The assignees hereby accept the foregoing lease subject to all the terms and conditions thereof.

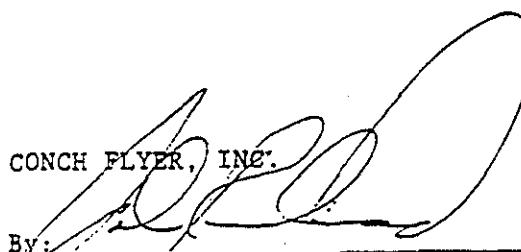
4. In all other respects, the lease heretofore assigned remains in full force and effect.


IN WITNESS WHEREOF, we have hereto affixed our hands and seals on the day and year first above written.


FRED B. SELLERS, SR.


George S. Lowe
Witnesses

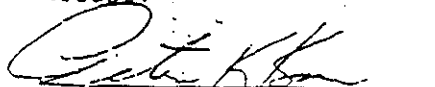
CONCH FLYER, INC.

By: 
John Richmond, President

By: 
Frank Richmond, Vice President

(Corporate Seal)

Attest:


Secretary

APPROVED BY MONROE COUNTY, STATE OF FLORIDA

COUNTY OF MONROE, STATE OF FLORIDA

By Wilhelmina Hanvey
Mayor and Chairman of the
Board of County Commissioners
of Monroe County, Florida

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Daniel L. Simmons, D.C.
CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY [Signature]
Attorney's Office

EXHIBIT 'A'
IMPROVEMENTS

The following is a list of capital improvements, repairs, replacements proposed to THE CONCH FLYER RESTAURANT to be done during the construction phase of the Key West Airport Terminal Renovation. The total cost of these improvements shall be born by the lessee and will require NO COUNTY FUNDING.

The improvements made to the premises will include, but not be limited to:

- A) Replacement of present Walk in Cooler refrigeration box and associated compressor unit. Estimated cost (including labor).....\$15,942.00
- B) Replacement of present Garland Gas Range, Salamander, Broiler and Oven units with Garland high efficiency gas range units 42" griddle and double ovens Estimated cost (including shipping, installation and disposal fees.....\$9,532.00
- C) Repair and installation of new gas lines, tanks and gas regulator systems including gas shut off emergency systems to replace irreparable existing system. To be completed and certified by Public Gas Inc. Estimated Cost: \$2,500.00
- D) Replace and install two new Frymaster gas deep fryers and associated Plumbing: Estimated Cost: \$3,600.00
- E) Purchase of two replacement Reach in Freezer units by True Refrigeration: Estimate cost of purchase and Wiring installation:.....\$13,500.00
- F) Purchase of Hogisaki 1000 icemaker and stroage bin: Est Cost: \$5,300.00
- G) Replacement of all stainles steel prep tables (6) and purchase of storage racks pantry shelves and misc. kitchen eqiupmt.....Est Cost: \$4,000.00
- I) Replacement of a/c ducting, kitchen ceiling, clean up of existing electrical wiring and installation of an additional 6 flourescent ceiling fixtures. Estimated Cost: including labor: \$6,000.00
- J) Carpentry, electrical, and plumbing to repair and replace kitchen wall areas due to age, water damage, and install new dishwashing area Estimated Cost: \$4,000.00
- K) Replace existing lenolium kitchen floor with commercial grade Quarry tile and plung for drainage Est Cost including labor and removal of old floor: \$6,500.00
- L) Upgrading and repairing existing 200 amp electrical service to 300 amps and inspecting and repairing existing wiring to meet current needs and code: Est Cost \$3,000.00
- M) Replace exisiting lenolium floor on observation deck with Quarry tile and Seal for leaks Actual Cost: \$3,655.00

- N) Remove, repair, and install new landscaping on the area facing Cape Air Trailer Replace walkway, facade, and install 26 tons of screening sand and landscape timbers along with associated lighting and signage. Actual Cost: \$6944.00
- O) Remove, repair and install new undercounter sinks and refrigeration units behind bar area and replace existing sinks, faucets, and associated plumbing. Estimated Cost: \$3,600.00
- P) Build and Install custom three piece 46 foot bar top with customs lamination and photographs Actual Cost: \$4,400.00
- Q) Replacement of 66 (\$135 ea) chairs and 30 (\$114 ea) bar stools: Est Cost: \$12,330.
- R) Carpet replacement in dining room and Customer waiting area: Est Cost: \$2400.00
- S) Replacement of 8 Ceiling fans and installation of 16 recessed can light to replace the three existing hanging fixtures Est Cost: \$2,100.00
- T) Budgeted amount for miscellaneous supplies, tools, and non budgeted items and cost overruns. Budgeted amount: \$10,000.00

EXHIBIT 'B'
INSURANCE

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements
for
Airport/Aircraft Activities

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

LIQUOR LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND _____

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is no more restrictive than the Contractor's General Liability policy.

The Monroe County Board of County Commissioners will be included as Additional Insured if a separate Liquor Liability policy is provided.

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit audited financial statements from the fund upon request from the County.

INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person

\$100,000 per Occurrence

\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.



THE CONCH FLYER RESTAURANT

3495 South Roosevelt Blvd. Key West, FL 33040
Phone 305-296-6333 Fax: 305-293-9196

February 28, 2004

Bevette Moore
Airport Business Administrator
Key West International Airport
3495 S. Roosevelt Blvd.
Key West, FL 33040

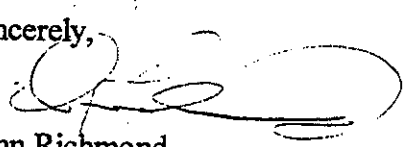
Dear Bevette,

Per our lease agreement addenda dated October 7, 1992 and January 23, 1985, this letter is to notify the county of our intent to exercise our additional 5-year term renewal option to go into effect on January 23, 2005.

We have enjoyed our relationship with the county and its administrators and look forward to continuing it in the future.

Thank you for your efforts and cooperation.

Sincerely,


John Richmond
Conch Flyer, Inc.
Cc/file/registered mail

RECEIVED

MAR - 3 2004

VR-2915